



SUPPLEMENTAL TERMS & CONDITIONS NO. 37

Attached to and made a part of Contract No:

ADDITIONAL PROVISIONS FOR SERVICE & CONSTRUCTION CONTRACTS

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APPLICATION

These clauses apply to all Service and Construction contracts, and any other type of contract, when they are referenced in the body of the order/contract.

CLAUSE 1: COMPLETION OF WORK

- A. POSSESSION PRIOR TO COMPLETION - The Buyer or the Government shall have the right to take possession of or use any completed or partially completed part of the work. Such possession or use shall not be deemed an acceptance of any work.
- B. DELAY IN COMPLETION - Without limiting any other rights or remedies of the Buyer or the Government provided by law or under this contract, in the event the allocated period set forth in this contract is exceeded, the Subcontractor will be held responsible for any and all buyer related expenses.

CLAUSE 2: SAFETY MEASURES

A. GENERAL INDUSTRIAL SAFETY & HEALTH

1. The Subcontractor and its lower tier subcontractors shall, unless otherwise supplemented by paragraph B of this clause, fully comply with all applicable provisions of 29 CFR 1910 and 29 CFR 1926, National Fire Protection Standards (NFPA) and Mound Safety and Hygiene Manual MD-10286. It is recognized that 29 CFR 1910 and 29 CFR 1926 sometimes both treat the same specific health or safety concern; in such cases, the requirements of 29 CFR 1926 shall govern. The Subcontractor shall also comply with applicable standards of DOE Order 440.1A-"Worker Protection Management for DOE Federal and Subcontractor Employees", DOE Order 420.1-"Subcontractor Requirements Document-Facility Safety", DOE Standard 1088-95-"Fire Protection for Relocatable Structures", DOE Order 5400.1-"General Environmental Protection Program", DOE Order 5400.2-"Radiation Protection of the Public and the Environment", and DOE Order 442.1A, "DOE Employee Concerns Program". **Copies are available from the Buyer upon request.**
2. All Subcontractor personnel that enter the Mound Plant Site to perform any type of service or construction work shall attend a Safety Orientation covering Mound's operational requirements, prior to proceeding with the designated work. To arrange the orientation, the Subcontractor shall contact CH2M HILL MOUND Point of Contact to schedule the presentation with the Mound Central Training Department.
3. The Subcontractor shall immediately notify the Buyer or his representative of any personal injury resulting in lost work days, and any loss or damage to Government property, including injury to or damage by all Subcontractors and material suppliers under the control of the Subcontractor.
4. Plant Safety Rules and Regulations - The following supplements the requirements of OSHA Regulations. In the event of inconsistencies, the more stringent safety requirement shall govern.
 - a. Individual Conduct and Safety:
 - 1) Alcoholic beverages and illegal drugs are not permitted on the Mound plant. Employees entering the plant under the influence of alcohol or drugs shall be subject to removal from the plant.
 - 2) Fighting, gambling, stealing, soliciting, and horseplay shall not be tolerated, and shall subject the individual(s) to removal from the plant.
 - 3) The Subcontractor shall make all employees aware of the plant emergency signals, including announcements, and ensure the appropriate responses are followed. The requirements for actions to be taken in the event of a plant alarm signal for a fire or other emergency, building or area evacuation, or plant-wide head count are listed in Procedure 16, Appendix A and B of Buyer's Systems Manual 721, "Emergency Preparedness System Response Plans." The Subcontractor shall be required to establish an evacuation plan for the site, consistent with the Buyer's plan, and post evacuation routes and shelter

locations in appropriate areas. New employee orientation shall include this information.

- 4) Access to safety equipment, fire-fighting equipment, and fire protection systems shall be kept clear at all times.
- 5) Plant roadways, walkways, and fire hydrants shall not be blocked without prior approval of the Buyer's Fire Department. Fire Protection Systems and alarms shall not be touched without prior approval of the Buyer's Fire Protection Engineer.
- 6) Riding equipment as a passenger is prohibited, unless a permanent seat with a seat belt is provided.
- 7) Material and tools shall not be dropped or thrown from platforms, structures, or scaffolds.
- 8) Work shall not be performed on any mechanical or electrical equipment or system until all sources of hazardous energy (electrical, high-pressure liquids, hazardous chemicals, etc.) are locked and tagged out.
- 9) Subcontractor employees have a right to voice safety and health concerns during their work at the Mound plant site.

Employee Concern form **ML-9548A** should be filed if they feel their safety or health is being compromised. Written concerns to the Buyer will be investigated and a response will be made to the party who issued the complaint.

b. Workplace Monitoring:

- 1) The Subcontractor shall conduct all personal and/or area monitoring as necessary anytime hazardous chemicals are possible on the job site to ensure compliance with OSHA regulations and protect employees from overexposure and/or physical agent exposures. Exposures over prescribed Threshold Limit Value (TLV) or Permissible Exposure Limit (PEL) levels shall be reported to the Buyer within two (2) working days after receipt of these results. The CH2M HILL MOUND Buyer will log the submittal and forward to the IS&H Project Point-of-Contact.
- 2) A personal monitoring/sampling plan shall be submitted to the CH2M HILL MOUND Buyer to be logged and submitted to the IS&H Project Point-of-Contact for review and approval prior to work with hazardous chemicals on the jobsite. This plan is to include:
 - Potential hazards on the job site (noise, non-ionizing radiation, etc.
 - NIOSH/OSHA recommended sampling method(s) to be used.
 - Person(s) responsible for performing monitoring/sampling.
 - Frequency of monitoring to be performed.
 - Types of samples to be obtained.
- 3) Once on the job site, the Subcontractor and lower tier subcontractor(s) shall be subject to inspection as part of the ongoing OSHA inspection process conducted by the Buyer's inspectors, Buyer's Safety Representatives, and DOE personnel.

c. Protective Equipment and Clothing:

- 1) The Subcontractor shall consider the safety of all others not directly performing work under contract. The Subcontractor shall provide barricades on job sites where excavations are present. The job site shall be barricaded with substantial barricades such as temporary fences. Flashing lights are required if the excavation will be left open overnight. Yellow caution tape may be used to barricade a site only in temporary situations (2-3 days). If a job site is long term, more substantial and permanent barricades such as sawhorses, expanded plastic fencing, etc., shall be used. Caution tape may only be used to supplement more substantial barricades on long-term jobs. When the job site is exposed to roadways, barrels, sawhorses or traffic cones shall be used to mark off the roadway exposure. If the roadway will be exposed overnight, the barricades shall be equipped with flashing lights.

- 2) The Subcontractor shall provide the appropriate personal protective equipment for hazardous conditions that may be encountered, and shall provide training in the proper use and maintenance of the equipment.
- 3) Hard hats shall be worn at all times when working in areas that are designated as hard hat areas by MD 10286 C1. The hard hat and the wearing of the hard hat must conform to ANSI Z89.1 Class B.
- 4) Safety glasses shall be worn at all times when working in areas that are designated by MD 10286 C1. Safety glasses shall comply with ANSI Z87. Additional eye protection may be necessary when grinding, welding, or handling hazardous materials.
- 5) Hearing protection shall be worn when an employee works in a hazardous or posted noise area or if the noise the employee is creating exceeds Mound doctrine as required in the Mound Safety and Hygiene Manual, MD-10286, D9.
- 6) Subcontractor employees must wear substantial work shoes. Cloth shoes, sport shoes and sandals are prohibited. Safety shoes or boots shall be worn when conditions require.
- 7) Subcontractor employees shall wear full-length trousers and shirts that cover the shoulders. Half length and "muscle man" shirts are not permitted. Shirts shall not be removed while on the Mound plant.
- 8) Respiratory protection for hazards created as part of the contract work shall be provided by the Subcontractor and shall be in compliance with ANSI Z88.2 (1992). The Subcontractor shall provide certification that their employees have been fit-tested, trained, and have received a medical exam certifying that they are able to wear a respirator. Work in radiation areas shall require that Subcontractor's employees be fitted, and provided respiratory protection and training by the Buyer. When requested, all certifications and documents shall be delivered to the Buyer, logged and forwarded to the IS&H Project Point-of-Contract for review.

d. Equipment

- 1) The Subcontractor shall be responsible for maintaining all Subcontractor owned, leased or rented tools and equipment in safe mechanical working conditions and assume all risks for the use of same.
- 2) When mobile equipment is not in use, it shall be secured to prevent movement or operation.
- 3) Equipment not in use shall be positioned where it will not obstruct railroad tracks, roadways, walkways, electrical lines and access to safety or fire equipment.
- 4) Cylinder caps shall be in place when cylinders are being moved and whenever regulators are removed. Regulators shall be removed and cylinders capped when the cylinder is not in use or is being moved.
- 5) Oxygen and acetylene cylinders will always be kept in an upright position and secured to a welding cart or other stationary object along with a fire extinguisher. No more than four cylinders shall be "ganged" together. Cylinders shall not be lifted with slings. A "Hot Work" permit is required for welding and cutting.
- 6) Only authorized personnel shall operate tools and equipment. Machinery and moving equipment shall be shut off when being lubricated or refueled. Only a qualified mechanic shall be permitted to adjust any piece of equipment while it is running.
- 7) All vehicles entering the Mound plant site shall be in safe working order. Subcontractor vehicles and personal vehicles used to transport personnel or equipment on site shall be inspected by the Subcontractor before each shift.
- 8) Electrical tools and power cords shall have the third wire ground in place. **Exception:** Double insulated tools shall be clearly marked by the manufacturer. The Subcontractor shall provide ground fault circuit interrupters (GFCI) for all temporary power.

- 9) All scaffolding shall be properly erected on good foundations with cross braces installed and proper planking placed on the decks. Planking shall be cleated and tied down. Proper guardrail (a minimum of 42 inches +/- to -3 inches), toe boards and midrails shall be installed on all scaffolds over 6 feet in height.
- 10) All floor and wall openings; excavations or areas where persons may fall shall be barricaded at all times. If they are covered, or identified as a cover, the covering shall be secured in a manner that will prevent its accidental misplacement and shall be capable of withstanding twice the intended load.
- 11) All ladders shall be of the proper length for the job and shall be secured at the top as soon as erected. Unsafe ladders that cannot be repaired shall be taken out of service immediately and removed from the plant. Metal ladders shall not be used for electrical work or in areas where they could contact energized wiring. The use of metal ladders is restricted to applications where no electrical hazard exists. No wooden ladders are to be used in radiological areas. The Subcontractor shall perform ladder inspection before use.
- 12) Employees working near an opening, up on steel framing and supports, or in any area where full guardrail protection is not possible and a fall potential of six feet or more exists, shall be provided and shall wear full body harness and shall be tied off to structural steel or an object capable of withstanding a 5,000 pound drop test. Subcontractor Employee Fall Protection Training certification shall be submitted upon request to the Buyer and forwarded to the IS&H Project Point-of-Contact for review and approval.
- 13) Machinery or equipment shall not be operated in a position where any part of the machine, suspended loads or lines can be brought closer than ten (10) feet from wiring with a potential of 50 volts or more, unless the current has been cut off and positive means have been taken to prevent the lines from being energized. A signalman shall be assigned to each piece of equipment working under these conditions. All cranes and crane-type equipment shall be equipped with boom stops and load blocks with operable safety latches on the hook. **NOTE:** Any cutoff of utilities shall be requested and approved by the Buyer at least 48 hours in advance of the required outage.
- 14) All cranes brought on the Mound Site must have current inspection and certification documents. All crane operators must be able to verify their qualifications as a certified crane operator. The responsibility for the actual lifting and installation shall remain completely the responsibility of the Subcontractor. The crane and rigging capacity is defined as the capacity of the crane and rigging in the configuration required to perform the lift. This is NOT the maximum possible capacity of the equipment. When mobile cranes are set up on outriggers, wooden pads shall be used under the outrigger floats. All hoisting and rigging equipment shall meet ANSI B30.2, B30.5, B30.16 and the applicable hoisting and rigging sections of 29 CFR 1910 and 1926.
- 15) Excavating equipment used for hoisting must have written approval from the equipment manufacturer for use in hoisting and shall be operated within the manufacturer's recommendations. Excavation equipment used for hoisting must have a closed attachment point for rigging installed by the manufacturer and all below-the-hook rigging devices must meet the requirements for crane operations.
- 16) Motorized, lift-type work platforms shall meet ANSI standards or be approved by a registered engineer. Forklift type trucks with makeshift platforms shall not be used on site.
- 17) Temporary construction trailers shall be tied down and the electrical service to the trailer shall be properly grounded.
- 18) The erection of any pre-engineered steel frame building on Site shall be in strict adherence to the Manufacturer's recommendations and procedures. If there are any issues or concerns regarding the erection of one of these buildings, the Subcontractor shall immediately contact the manufacturer for resolution. When wind speed is in excess of 25 mph, there will be an immediate work curtailment for the erection of these buildings. These actions are intended to eliminate the possibility of a collapse during erection.
- 19) The use of safety monitoring systems for roof work is prohibited at Mound. Considerations for worker protection in roof work 6 feet from adjacent landing shall be guardrail, safety nets, or personal fall arrest system. A warning line no closer than 6 feet from the roof edge is required in addition to the positive fall protection devices.

e. Hazardous Work Permits - The Subcontractor shall comply with all of the Buyer's applicable procedures for performing hazardous work, including, but not limited to the following:

- 1) A Hot Work Permit, (FORM ML-7733), shall be required for any work requiring the use of open flame, sparks, or heat producing equipment in compliance with MD-10286 No. 02 and 29 CFR 1910, Subpart Q. Equipment in this category includes but is not limited to welders, soldering irons, circular cutoff saws, oxyacetylene torches, propane torches, and tar kettles as examples.
- 2) An Excavation/Soil Disturbance Permit, (FORM ML-7844), shall be required before **any** digging takes place on the plant. A pre-job conference may be required before excavation and/or trenching takes place by the Subcontractor. Any drilling operations for any reason shall require an Excavation/Disturbance Permit. Excavation/Soil Disturbance within 5 feet of a known buried utility may require hand digging.
- 3) A Penetration Permit, (FORM ML-8591), shall be required before drilling or cutting a hole in any wall, floor or ceiling. The section pertaining to powder-actuated tools must be filled in when a powder-actuated tool is used. This is a powder-actuated device used to attach fasteners to concrete or steel. The operator must be certified in the use of the tool, manufacturer's manual supplied and an on-site inspection shall be made before this permit will be issued. The superintendent shall control inventory and issue a one-day usage at a time. Area barricaded, appropriate warnings posted and hearing protection per manufacturer's requirements.
- 4) A Confined Space Entry Permit meeting the requirements of 29 CFR 1910.146 shall be required if a Subcontractor employee enters an area that is posted as a confined space or meets the following criteria:
 - a. Not intended or designed for continuous human occupancy.
 - b. Is large enough that an employee can bodily enter and perform work.
 - c. Has restricted entry and exit.
 - d. May contain potential or known hazards.

The Subcontractor shall be required to provide confined space training to their employees that is in accordance with 29 CFR 1910.146 prior to entering a Mound plant confined space. Mound's current confined space program (MANUAL MD-10286, M11) includes an inventory of confined spaces with associated hazards. Prior to entry, Subcontractors shall upon request show proof of training and competence in testing for confined space hazards to the CH2M HILL MOUND Buyer who will forward to the IS&H Project Point-of-Contact for review. Confined space training documentation shall state the individual employee's name, social security number or other identifier, dates of training and the organization that conducted the training. Also, the Subcontractor shall include the signature of the instructor of the confined space training.

- 5) A Radiological Work Permit (RWP) is required when working in a radiological area. No work will take place in one of these areas until the RWP is issued by the Buyer's Radiological Control Technician (RCT). The RWP is administered by the construction Subcontractor superintendent.
- 6) The Buyer's designated Project Representative will issue permits as required. The Subcontractor shall keep the Buyer's designated Project Representative fully advised of any work requiring a permit and shall allow reasonable time for the permit to be issued. All approved permits shall be displayed in the vicinity of the work being performed in a manner that is clearly visible to the Buyer.
- 7) In the event an emergency alarm is sounded, all hazardous work shall immediately be terminated. The work shall not be restarted until the permit is reinstated by the approving authority.
- 8) No open fires are permitted by the Subcontractor on the plant. Burning of trash or open fires for heat are examples of "open fires".

f. Lead Handling

- 1) Lead has long been known to be a hazardous material and requires special handling during removal. Lead removal is controlled by the Environmental Protection Agency (EPA) and by the Occupational Safety and Health Administration (OSHA) standards 29 CFR 1910.1025 and 29 CFR 1926.62. The removal and disposal of all lead containing materials shall conform to all OSHA and EPA requirements.
 - 2) No lead or suspected lead-containing materials shall be removed by the Subcontractor for sampling purposes and for any other reason, until the Buyer's Industrial Hygiene group has been notified and has reviewed the job site. These samples shall be obtained in the presence of the Buyer's Industrial Hygiene personnel so the sample location, sample condition, and other pertinent data can be properly recorded, or as directed by the BTR.
 - 3) If the removal and abatement of lead is included as part of this construction package, the specific scope of this removal and abatement shall be covered in the Technical Provisions section(s) of the specification.
- g. Asbestos Handling
- 1) Asbestos has been determined to be a hazardous material and requires special employee training and handling during removal. Asbestos removal is controlled by the Montgomery County Regional Air Pollution Agency, EPA, State of Ohio Department of Health and by OSHA Standards 29 CFR 1910.1001 and 29 CFR 1926.1101. The removal procedures and disposal of all asbestos materials and all regulatory notifications/permits shall be approved by Mound Industrial Hygiene.
 - 2) In order to ensure the health of the Buyer's employees as well as the health of Subcontractor and lower tier subcontractor workers, surveys will be conducted by the Buyer's Industrial Hygiene personnel of the construction site prior to commencement of construction activities. This survey will be to identify the presence of any asbestos in the work areas. However, in the event previously unidentified asbestos or suspected asbestos is encountered, the Buyer shall be notified immediately.
 - 3) No asbestos or suspected asbestos shall be removed by the Subcontractor for sampling purposes or for any other reason, until the Buyer IS&H Project Point-of-Contact has been notified and has reviewed the job site. These samples shall be obtained in the presence of the Buyer's Industrial Hygiene personnel so the sample locations, sample condition, and other pertinent data can be properly recorded, or as directed by the BTR.
 - 4) If the removal and abatement of asbestos is included as part of this construction package, the specific scope of this removal and abatement shall be covered in the Technical Provisions sections of the specifications.
- h. Housekeeping - A high standard of housekeeping shall be maintained on the job site at all times. The purpose of this requirement is to ensure the safety of all personnel entering the job site area and to maintain a condition of housekeeping that is consistent with the good appearance of the Mound plant site. It is also recognized that fire hazards caused by poor housekeeping in a work area can endanger nearby buildings and personnel outside the work area. The following requirements shall apply to all work areas and to all Construction projects, and represent the minimum acceptable standard and level of effort by the Subcontractor. Enforcement of these requirements is the responsibility of the Subcontractor and inspections will be conducted by representatives of the Buyer on a periodic basis. At such time that inspections identify conditions which are not in compliance with these requirements, the Subcontractor shall be notified in writing by the Buyer. The Subcontractor shall immediately take corrective action. In the event the Subcontractor fails to adequately correct the discrepancy, the Buyer may, without prejudice to any other legal or contractual rights of the Buyer or the Government, issue an order stopping all or any part of the work; thereafter, a start order for resumption of the work may be issued at the discretion of the Buyer. The Subcontractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, such work stoppage.
- 1) All inside work areas shall be swept at the end of each work shift. Outside work areas shall be raked, weather permitting, at least once per week.

- 2) All equipment and materials shall be stored in an orderly manner in designated storage areas. The storage areas shall be kept in such a condition to permit grass cutting if necessary. The Subcontractor shall perform grass and weed control within the bounds of the entire job site.
 - 3) Electrical cords, hoses and other lines shall be neatly stored when not in use. When in use, these items shall be routed, secured and protected so as not to cause injury. Lines shall not be placed across walkways or in a place where they create tripping hazards.
 - 4) Wire and cable being removed or installed shall not be left hanging or lying on the floor or ground when work is completed or at the end of a workday. If the work is incomplete, the wire and cable shall be neatly coiled and laid or hung out of walkways to avoid safety hazards and to prevent damage to the cable itself.
 - 5) All scrap work materials and waste shall be picked up and disposed of at least daily. Debris shall be picked up and disposed of at least daily. Debris shall be placed into waste containers provided by the Subcontractor.
 - 6) All excavations for underground structures and utility lines shall be back filled and graded promptly. Those excavations required to remain open beyond the workday shall be properly marked and lighted for nighttime visibility. All openings and excavations shall be properly barricaded at all times to prevent persons from falling.
 - 7) Loose materials on roofs or other overhead structures shall be removed or secured so that they cannot be blown or bumped off.
 - 8) Forms, wood and other lumber shall be neatly stored when not in use. All nails shall be removed or bent over to prevent puncture wounds.
 - 9) All flammable liquids, including: cleaning fluids, oils, paints and paint thinner, etc., shall be stored in U.L. or FM approved containers and in a storage area which provides proper separation from other structures and proper ventilation.
 - 10) All liquid wastes, including: cleaning fluids, oils, paints, and paint thinner, etc., shall be removed off the plant by the Subcontractor for proper disposal. Dumping of these materials into floor drains, toilets, storm sewers, drainage ditches, or other open ground on the Mound plant is forbidden. All spills shall be reported and their proper cleanup is the responsibility of the Subcontractor.
 - 11) Before completing the work, the Subcontractor shall remove from the work site any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Subcontractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Buyer.
- i. Medical Facilities - The Buyer's medical and emergency services are not available to the Subcontractor except under extreme circumstances. All accidents, fires and the like that result out of and involve the contract work are the responsibility of the Subcontractor. Reporting of all incidents will be made in accordance with the requirements stated in this contract.
 - 1) The Subcontractor is responsible for maintaining on the job site a first aid kit(s) in accordance with the OSHA standards.
 - j. Smoking Regulations - Smoking is not permitted in any building on site. No smoking is allowed on roofs or in penthouses. Smoking is permitted only outside of buildings and outside designated areas specified by CH2M HILL MOUND and the Subcontractor. Smoking materials shall be disposed of appropriately.
 - k. Emergency Procedures

- 1) The Subcontractor shall be responsible for the complete indoctrination of all employees on emergency procedures at the time the employee receives his project orientation. In addition, the Subcontractor shall post all emergency procedures on the project bulletin board and at other conspicuous points on the project site.
- 2) To report an emergency, dial 865-4040 (or 911 on a Mound plant phone) and give the Security Officer the following information.
 - Name
 - Telephone Number
 - Location
 - Nature of Emergency

NOTE: DO NOT HANG UP. MAINTAIN OPEN COMMUNICATION WITH THE SECURITY OFFICER UNTIL INSTRUCTED OTHERWISE.

- 3) A rising "whoop" on the public address system indicates an important emergency message. Listen and follow instructions.
- 4) Siren Alarm - A steady blast or tone for three to five minutes - seek shelter and information will follow over the public address system. The Subcontractor shall insure that all equipment is shut down prior to leaving the area or work site.

Siren system checks are conducted at Noon on the first Monday of every month. At any other time, it will be an attention signal and may constitute a "Severe Weather" or "Tornado" warning.

The Subcontractor shall be responsible for establishing and maintaining a current evacuation, assembly and shelter plan, and insure that all employees are indoctrinated in the evacuation route and location of assembly points and shelters.

- 5) Klaxon Alarm - This warning indicates a nuclear criticality incident. Subcontractor personnel shall immediately evacuate by the closest exit. Follow building personnel to the assigned assembly area and listen for a public address announcement to follow.
 - 6) Single Stroke Alarm Bells - Building Evacuation - Single stroke bells will ring in a continuous pattern for 30 seconds. This alarm will be followed by a public address announcement with instructions.
 - 7) Take Shelter Bells - The building bell alarms sound in the following manner for 25 seconds: "Ding, ding, (pause) ding, ding (pause) ding, ding..."
- l. Use of Explosives - The use of explosives is not permitted unless conditions for their use and Subcontractor liability are expressly stated in the Technical Provisions, or unless such use is authorized in writing by the Buyer with expressed conditions concerning use and liability.
- m. Fire Protection and Automatic Sprinkler Systems
- 1) Installation of fire protection equipment shall be accomplished by individuals certified by the State of Ohio.
 - 2) The Subcontractor shall insure that the installation of all sprinkler piping and sprinkler heads are coordinated with the installation of ceiling and roof materials, overhead lighting, duct work, piping and suspended equipment to provide an installation in complete compliance with appropriate NFPA Codes (particularly NFPA Standards 13 and 14).
 - 3) Fire Protection systems shall be activated by the Subcontractor as soon as practically possible, as requested by the Buyer.

- 4) Fire Protection systems in existing buildings and/or areas being remodeled shall be kept in service throughout the term of the contract. The Subcontractor shall, until final inspection and acceptance of the contract work, be responsible for the proper maintenance of the fire protection systems; however, once activated, all outages will be reported and coordinated with the Buyer's Fire Department, through the Project Representative.
- 5) The Subcontractor shall provide and maintain fire extinguishers as required by NFPA-10 AND OSHA standards and other means of immediate fire protection for safe execution of the work. All fire extinguishers shall be mounted in clearly identifiable locations and clearly marked. Extinguishers shall be tagged with an inspection log and the Subcontractor shall perform monthly inspections. A duly qualified safety engineer shall certify on the tag that the extinguisher have been checked and are ready for use per NFPA 10.
- 6) All solvents, paint thinner, paint, and other flammable liquids shall be stored in a separate area away from buildings and other facilities, such as transformers and compressed gas manifolds. Solvents shall be kept in tightly closed approved storage containers. No other material (clothes, rags, tools, etc.) shall be kept in the flammable storage area. All rags and other materials contaminated with solvents, paints, oils, and similar materials, shall be removed from the work area at the end of each workday.
- 7) Use of salamander type heaters for any purpose is prohibited. The use of master electrical airplane heaters or equivalent is recommended. (Reminder: A Cutting/Welding/Burning/Hot Work permit shall be required for the operation of any portable type-heating device regardless of the type or make.)

B. SAFETY PROGRAM

1. Safety Program - Absolutely NO site work shall proceed until the Subcontractor's written Safety and Health Program has been approved in writing by the Buyer's designated Safety Representative. The following are minimum guidelines required by the Buyer, and are not intended to be all-inclusive. A Safety and Health Program shall consist of the following:

EXCEPTION:

The requirements listed in this section may be waived by the CH2M HILL MOUND Industrial Safety & Hygiene Manager and impose alternative provisions. Work performed may be complex and hazardous but through a graded approach allow the work to be performed under less stringent contract requirements due to the scope of the work. Where the alternative approach is used, the Subcontractor shall meet all contract requirements prior to commencing the work.

- a. A statement of the Subcontractor's safety policy signed by an officer of the company.
- b. An outline of the Subcontractor's accident prevention program including:
 - 1) Responsibilities of the Subcontractor and any lower tier subcontractor(s).
 - 2) Responsibilities of job site supervisors and company management.
 - 3) Responsibilities and qualifications of site safety responsible person and any alternates who may be acting site safety responsible person.
 - 4) Responsibilities of company employees, including craft employees.
- c. Safety program should also include policy and procedures on the following:
 - 1) Subcontractor's and lower tier Subcontractor'(s) orientation program.
 - 2) Safety training program including toolbox meeting requirements and a craft skill training.
 - 3) Accident investigation procedures, and first aid and medical care procedures.
 - 4) Fire prevention and protection guidelines and procedures.
 - 5) Emergency procedures for injury, fire, severe weather, and bomb threats.
 - 6) Job site inspection procedures and documentation requirements.
 - 7) Equipment inspection procedures', including ladders, electrical equipment, and tools.
 - 8) The Subcontractor shall hold weekly toolbox safety meetings for all employees on the worksite. This will be documented to the Buyer's Project Representative with subject matter, date of meeting and those employees in attendance.
 - 9) Lockout/tagout procedures.
 - 10) Disciplinary action program.
 - 11) Protection of employees from physical hazards caused by the work.
 - 12) Job Safety & Health Analysis (JSHA).
- a. Each Subcontractor shall verbally notify the Buyer's Project Representative of any lockout/tagout requirements. The Project Engineer will insure that all of the Buyer's employees who work in an affected area understand and comply with the restrictions and prohibitions of the lockout/tagout program.
- b. The Buyer will provide the Subcontractor with a copy of the Buyer's Lockout/Tagout Procedure (MD-10444) upon request.
- c. Only an employee(s) authorized by the Buyer shall perform lockout and tagout of all equipment owned and operated by the Buyer. Subcontractors shall follow their own procedures and place their locks and tags on the energy isolation device in addition to those of the Buyer's authorized employee(s).

- d. Subcontractor owned equipment, or equipment being installed, but not yet turned over to the Buyer, may be controlled exclusively by the Subcontractor. Subcontractors shall perform their own lockouts until the date of beneficial use or occupancy (the date the Buyer accepts and takes possession of equipment, a process, or a facility).
2. Hazard Communication Program - Absolutely NO work shall proceed until the Subcontractor is in full compliance with 29 CFR 10.1200 or 29 CFR 1926.59 and has been approved by the Buyer IS&H Project Point-of-Contact.. The following are minimum guidelines required by the Buyer, and are not intended to be all-inclusive. A Hazard Communication Program shall consist of:
- a. A statement of company hazard communication policy signed by an officer of the company.
 - b. An outline of the hazard communication program including:
 - 1) Responsibilities of the Subcontractor and any lower tier Subcontractors.
 - 2) Responsibilities of job site supervisors and company management.
 - 3) Responsibilities of company employees, including craft employees.
 - c. Hazard communication program shall also include policy and procedures on the following.
 - 1) Subcontractor's and lower tier subcontractor(s)' employee Hazard Communication Training Program.
 - 2) Availability of Material Safety Data Sheets (MSDS's) to employees.
 - 3) Proper labeling of all containers, identifying the substance and showing the hazard warning.

Documentation of all Subcontractor and lower tier subcontractor orientation and training programs, including attendance at those sessions, shall be forwarded to the Buyer within one (1) workweek following the sessions.

Material Safety Data Sheets (MSDS's) shall be submitted to the Buyer before start of any work on site. In absolutely NO cases shall the material(s) be used on the Mound plant site until the Buyer IS&H Project Point-of Contact has received the MSDS's.

A copy of the complete hazard communication program and copies of all MSDS's shall be maintained on the job site at all times.

Once on the job site, the complete hazard communication program of the Subcontractor and lower tier subcontractor(s) shall be subject to inspection as part of the on-going OSHA inspection process being conducted by the Buyer's inspectors, Buyer's Safety Representatives, and DOE personnel.
3. Hazardous Waste Operations and Emergency Response (HAZWOPER) Projects - When work falls under the guidelines of the HAZWOPER regulations, absolutely NO work shall proceed until the Subcontractor and lower tier subcontractor(s) are in full compliance with 29 CFR 1910.120 and have been approved by the Buyer's Project HAZWOPER Coordinator. The following are minimum guidelines required by the Buyer and are not intended to be all-inclusive. The Subcontractor shall comply with the following HAZWOPER requirements:
- a. A site-specific Health and Safety Plan (SS-HASP) (29 CFR 1910.120(b)(4) for the project using Mound's SS-HASP template (MD-10286, G1) or one of their own choosing that meets, at a minimum, the level of information presented by Mound's template. The SS-HASP is a dynamic document and will be updated by the Subcontractor as needed to reflect the site's current hazards and safeguards. This SS-HASP must be reviewed by the Buyer's IS&H personnel and approved by the Buyer's Project HAZWOPER Coordinator before work at the job site begins.
 - b. Copies of the Subcontractor's employee HAZWOPER training records in accordance with 29 CFR 1910.120(e)(3) shall be provided to the Buyer before work starts. In addition to being trained to the level of the employee's training, the Subcontractor's Site Supervisor must have completed the additional eight-hour site supervisor's training in accordance with 29 CFR 1910.120(e)(4).

- c. Medical Surveillance documentation in accordance with 29 CFR 1910.120(f)(7) is required prior to a Subcontractor or lower tier subcontractor(s) examining physician is required as regards to their employee's fitness and must include the following:

- 1) Any medical condition that would place the employee at increased risk.
- 2) Recommend any limitations upon employee's assigned work.
- 3) Results of the medical examination and tests.
- 4) A statement that the employee has been informed by the examining physician of the results of the medical examination signed by the employee and physician.

The written opinion shall not contain any specific finding of a diagnosis unrelated to the occupational exposures. Documentation shall be retained at the jobsite and made available to the Buyer upon request.

Once on the job site, the complete HAZWOPER program of the Subcontractors and lower tier subcontractor(s) shall be subject to inspection as part of the ongoing OSHA inspection process being conducted by the Buyer's Inspectors, Buyer's Safety Representatives and DOE personnel.

4. Safety Reporting

All injuries shall be reported immediately to the Buyer's Project Representative.

A detailed report of an OSHA recordable injury shall be submitted to the Buyer's Project Representative within three working days from the occurrence.

Fatalities, or incidents involving injuries or illnesses which are likely to receive an abnormal amount of public attention shall be reported immediately to the Buyer's Project Representative, as well as in the reports described below.

The Subcontractor shall maintain the following safety records and shall submit them to the Buyer's Project Representative on a monthly basis or as recordable accidents occur.

- a. The Injury/Illness Register must be completed and turned in to the Buyer's designated IS&H Representative within two working days after the end of each month.
- 1) The purpose of this form is to provide a uniform means of recording and classifying injuries and illnesses. It is intended to be used as a general dispensary log.
 - 2) Each injury, illness and first aid visit shall be entered on this form as soon as possible after the occurrence.
 - 3) A new register shall be started at the beginning of each month. Entries should be in chronological order taking as many sheets as are necessary to complete the month. At the end of each month, copies of all the register sheets for that month shall be transmitted to the Buyer by the fifth working day of the succeeding month. The original register sheets shall be retained at the site for the length of the construction period.
 - 4) The columns of the Injury/Illness Register form are generally self-explanatory. The "Nature and Cause of Injury/Illness" column shall contain a brief statement of the injury and what caused it.
 - 5) The "Treatment/Medication Given by Job Personnel" column shall state whether the treatment was given at the job site, at the plant dispensary or at a doctor's office. It shall also be noted in this column when the treatment was a return visit for a previously recorded injury. Applicable boxes in the "Legend" column shall be checked.
- b. The Accident Summary Report is combined with the Injury/Illness Register and shall be turned in to the Buyer's designated Project Representative within two working days after the end of each month.
- 1) The purpose of this form is to provide a uniform means for preparing a summary of the information that has been entered on the Injury/Illness Register during the past month.
 - 2) An Accident Summary Report shall be transmitted to the Buyer's designated Safety Representative within two working days after the end of each month.

- 3) A list of column definitions is attached to the sample form. It shall contain a line for each Subcontractor employed during the month including lower tier subcontractor(s).
- 4) Details of Accident Summary Report
 - a) Month and year of report; reporting period will be the first day through the last day of month.
 - b) Project name.
 - c) Date report is completed.
 - d) Include a line for each Subcontractor and lower tier subcontractor employed during the month.
 - e) Total number of people employed during the month; includes supervision and clerical help.
 - f) Total of work-related injuries and illnesses.
 - g) All man-hours worked during month, including straight time portion of premium time worked.
 - h) First Aid is limited to one time treatment at the Subcontractor's or Mound plant first aid facility for observation, scratches, cuts, burns, splinters, and other injuries which do not require further medical care. Follow-up visits for changing of bandage, application of antiseptic, etc., are also included in this column.
 - i) Includes all injuries and illnesses that involve treatment administered by a physician, nurse, or other professional medical personnel under the standing orders of a physician. Also included are deaths, loss of consciousness, restriction of work or motion, and transfers to another job when they result from occupational injury or illness. (Note: The sum of Columns 8 and 9 shall equal Column 6.)
 - j) This is the number of medical cases which result in fatality, permanent loss of function or part of the body, and temporary disability requiring five or more days of hospitalization, or ten or more days of absence from work.
 - k) Deaths, both on and off site, resulting from occupational injury or illness.
 - l) The number of cases that result in days away from work and days of restricted work.
 - m) Total days away from work. One day is the absence from an entire normally scheduled work shift.
 - n) Total days of restricted work. One day is a day when the employee is at work but is restricted from performing all of the duties of his/her regularly assigned job.
- c. Recordable Injury or Illness - Any death, injury, or illness suffered by an employee which arises out of and in the course of his employment whether on or off the company premises is recordable. This would include all cases that transfer to another job, or medical treatment other than first aid. Injuries shall be recorded in accordance with OSHA recordability guidelines.
- d. First Aid
 - 1) First aid is limited to one time treatment and any follow-up visits for the purpose of observation, of minor scratches, cuts, burns, splinters, etc., which do not require medical care. Follow-up visits may include the changing of dressing or bandage, and additional cleaning and application of antiseptic. First aid can be provided by a physician, nurse, or other professional medical personnel. It is the nature of the injury or illness and the treatment required, not who provides treatment that distinguishes between medical treatment and first aid. Surveillance or observation, including hospital observation, which reveals no injury or illness and requires no medical treatment shall be considered first aid if the employee reports to his next regularly scheduled shift and performs all of the duties of his regularly assigned job.
 - 2) The Subcontractor is responsible for maintaining on the job site first aid kit(s) in accordance with OSHA standards.
- e. Occurrence Reporting - The Subcontractor shall be responsible for prompt notification to the Buyer upon the occurrence of any emergency or unusual events and conditions that could have adverse safety, health, quality assurance, security, or environmental implications. The notification of such shall occur immediately upon discovery to enable the Buyer to initiate the required actions per DOE Order 232.1A as necessary.

Emergencies, unusual events and conditions may include, but are not limited to: personnel safety and occupational illness/injury; radiological control and protection; environmental concerns or unapproved release of hazardous substances, regulated pollutants, and oils; safeguards and security issues; transportation and vehicular operations; unplanned changes in facility conditions; loss or damage to DOE equipment and property; near misses; and potential concerns.

The Subcontractor shall be responsible for initiating appropriate and immediate response to stabilize or return the facility/operation to a safe condition. The subcontractor shall also be responsible for providing information and resources to the Buyer to support any required investigations and/or corrective actions as necessary.

C. HEALTH PHYSICS

(NOTE: The condition described in the HEALTH PHYSICS section shall apply to all contracts where non-employees (persons other than the Buyer's employees) must enter Mound Radiologically Controlled Areas. For example, these provisions shall apply where an equipment procurement requires that on-site installation be accomplished by vendor personnel within a Controlled Area. In addition, all services contracts where radioactive materials must leave a Site Controlled Area shall also be subject to the provision of this Section C.

1. Mound Radiation Protection Program

The Mound Site (Site) has a documented Radiation Protection Program (RPP) approved by the Department of Energy (DOE) that implements the requirements of 10 CFR Part 835, "Occupational Radiation Protection;" for all activities on the Site that cause, or could cause, occupational radiation exposure from radioactive materials or radiation-producing devices. The Site has established procedures and training that are consistent with, and implement, the RPP.

- Subcontractors who provide services on the Site shall comply with the provisions of the RPP as implemented by Site Radiological Control Policies and Procedures. This includes ensuring that Subcontractor personnel are trained as required and perform as trained, including obeying radiological postings, entry and exit requirements, and the direction of radiological control personnel.
- All procedures and training for work that may result in occupational radiation exposure, that was not approved through Site review processes, shall be reviewed for compliance with the RPP and approved for use by the Site Radiological Control Manager (or Designee) prior to use at the Site for compliance with the RPP.
- Subcontractors who provide their own Radiological Control support personnel are required to comply with the Site RPP and its implementing policies and procedures, as well as all Site Radiological Control procedures; Subcontractor training and qualifications must be acceptable to the Site Radiological Control Manager prior to implementation at Mound.
- Subcontractors who wish to conduct activities under this subcontract at the Site using radioactive material or sealed radioactive sources owned by the Subcontractor which are regulated through a license or permit granted by the U.S. Nuclear Regulatory Commission, Agreement State, or state radiological health organization, which allow activities under that license or permit that are within the scope of activities defined in this subcontract to occur, shall submit a copy of their license/permit. The subcontractor shall submit all such licenses/permits to the Project Representative. The Site Radiological Control Manager or Designee will review the license/permit, ensure that it covers the scope of work, verify that all RPP/license/permit requirements are current, and based on this review, approve commencement of the work. These on-site activities are then controlled by, and must be completed in full compliance, with the, license or permit requirements and the Site RPP requirements as applicable. Only after compliance with this paragraph is demonstrated will the Subcontractor be allowed to bring radioactive material or sealed radioactive sources or radiation generating devices onto the Site.

- Subcontractors who wish to conduct activities under this subcontract away from the Site, at locations covered by another DOE-approved RPP, by a license or permit granted by the U.S. Nuclear Regulatory Commission, agreement state, or state radiological health organization, as appropriate, which allow activities under that license or permit that are within the scope of activities defined in this subcontract to occur, shall submit a copy of their RPP/license/permit. The Site Radiological Control Manager will review the RPP/license/permit, ensure that it covers the scope of work, and based on this review, approve commencement of the work. These off-site activities are then controlled by, and must be completed in full compliance, with the off-site RPP, license or permit requirements. Only after compliance with this paragraph is demonstrated will the Subcontractor not be subject to the requirements of the Mound RPP.
- Subcontractors who wish to conduct activities under this subcontract away from the Site, at locations NOT covered by activities under another DOE-approved RPP, or by a license or permit granted by the U.S. Nuclear Regulatory Commission, agreement state, or state radiological health organization, as appropriate, shall NOT conduct any activities until first obtaining approval of the Site Radiological Control Manager through the Project Representative who, based on the outcome of the review, may seek approval for the activities from DOE through a revision to the RPP.

Contact the Buyer's **Technical Representative** (BTR) to obtain a current copy of the RPP, or the **Buyer** for written clarification or interpretation regarding any requirements.

2. General

Work under this project could be involved in an area where radioactive materials may be encountered. Due to a possibility of contamination and/or exposure from radioactive material, the Subcontractor shall be required to comply with the RPP or applicable license/permit requirements. Although not all inclusive, the following shall serve as general rules for radiological control of the Subcontractor working within the site.

- a. The Buyer's Radiological Control personnel shall have unrestricted access to all construction areas.
- b. If deemed necessary by the Buyer's Radiological Control, Subcontractor personnel shall be required to wear supplied dosimeters in certain posted areas while working on the Site.
- c. All Subcontractor personnel shall be required to become RAD Worker trained and qualified prior to working in an area where radioactive materials may be encountered. In any case where an individual does not possess documented prior RAD Worker training, the Buyer will provide such training on a fee basis (i.e., at a cost to the Subcontractor). Buyer will also provide any site-specific RAD Worker training which the Buyer may deem necessary on a no-fee basis.
- d. Subcontractor personnel shall be required to comply fully with all precaution signs posted by the Buyer's Radiological Control.
- e. Work within a Radiological Area requires a Radiological Work Permit (RWP). Request for an RWP must be submitted to Radiological Control at a minimum of three days in advance. The Subcontractor must adhere to all requirements identified on the RWP.
- f. Subcontractor personnel shall be medically qualified and fitted for respiratory protection prior to working on any job site, that requires respiratory protection.
- g. Personal contamination monitoring of Subcontractor personnel will be required at certain times. This would be done before leaving the construction area and before eating lunch. Monitoring might involve the use of supplied hand and foot monitors and would require approximately three minutes per person for a complete check. Nasal wipes may be required in some instances.
- h. Urine samples may be required of Subcontractor personnel at the request of the Buyer. This is considered as normal personal safety record keeping for persons working in areas where contamination may be present.

- i. Subcontractor personnel shall be required to comply with all of the Buyer's Radiological Control and Medical regulations in the event of the discovery of personnel contamination.
- j. Because of the nature of radioactive contamination, all injuries or incidents involving radioactive exposure shall be handled by the Buyer's Medical organization wholly, or in conjunction with the Subcontractor's personnel personal physician.
- k. Subcontractor's tools and materials used on this project shall be inspected and released before removal from the plant.
- l. All subcontractors' equipment that will physically enter radiologically controlled areas will be radiologically surveyed by Buyer upon entry to the site. Equipment found to be contaminated will not be allowed to be used on-site and shall be removed.

All equipment will be surveyed and released from radiological control by the Buyer prior to release from the site. If radiological contamination is determined to be present on an item, the subcontractor, at its own expense and using its own forces, with oversight provided by the Buyer, will attempt to decontaminate the equipment. The subcontractor shall perform decontamination efforts prior to disposing as RAD waste any item with a value over \$2,500.

The subcontractor shall notify the Buyer of its intention to remove any equipment from the site at least 24 hours prior to the proposed time of removal so that arrangements can be made for surveying or cleaning and decontaminating.

Any item with a value of more than \$2500, which cannot be decontaminated as determined by the Buyer, shall be purchased from the subcontractor at the fair market value, as noted in the AED Green Book for Contractor's Equipment, or another industry publication.

No contaminated item can leave the site and all contaminated items will become the property of the Buyer, unless authorized by the Buyer.

- m. The Subcontractor shall be required to assure that its' employees complete the necessary and proper check-outs prior to leaving the site. This checkout may require the following; proper return of dosimetry to M.O.R.E. Records, providing bioassay samples as required and any other radiological surveys/services as required. Payment of final invoices will not be made until the previous items are completed for all Subcontractor Employees that worked at the site. The Project Representative will assist in all check-out activities.
- n. The Subcontractor shall not bring any radioactive material or sealed radioactive sources on site without prior approval by the Site Radiological Control Manager. This would include radioactive material or sealed radioactive sources being transported in Subcontractor vehicles but not intended to be used at the Site. The request must be in writing to the Buyer.

3. Control of Excavated Materials

- a. All excavating, digging and drilling will require an Excavating/Digging Permit. The Subcontractor shall be responsible for scheduling this a minimum of 48 hours in advance through the Project Representative so that underground utilities can be identified and the Buyer's Radiological Control personnel can be scheduled to monitor the work.
- b. No soil is permitted to leave the Site. Soil shall be placed in designated areas on the Mound plant. Unsatisfactory excavated material, rubble and demolition spoils shall be separated from the soil. Undesirable materials shall be transported off the Mound plant property to a landfill approved by the Montgomery County Solid Waste Management Department and the Buyer.

- c. All materials to be removed from the Mound plant shall be surveyed (monitored) and approved for removal from the plant. One of the Buyer's Radiological Control Technicians (RCTs) shall issue a Material Transfer and Disposal Tag for each truckload of cold waste and construction debris leaving the plant.
- d. In the event contaminated materials are unexpectedly encountered, work stoppages may occur. Work shall not commence again in the particular area until decontamination has been accomplished and the Buyer's Radiological Control personnel indicate that the area is within acceptable limits. Immediate notification shall be made to the Buyer and Project Representative of potential delay.

D. ENVIRONMENTAL SAFETY & COMPLIANCE

1. Airborne Contaminant Protection

- a. The Subcontractor shall make all reasonable efforts to prevent fugitive dust from becoming airborne through the use of dust suppression techniques such as water misting.
 - 1) Activities which may require dust suppression measures include the following:
 - Building demolition
 - Hauling material and equipment
 - Vehicle and equipment traffic
 - Excavation
 - Trenching
 - Material loading and unloading
 - Storage piles
 - Wind erosion from work sites
 - 2) Acceptable dust suppression techniques include those listed below:
 - Applying dust control materials such as water and surfactants
 - Covering storage piles with a tarpaulin, plastic, etc.
 - Sealing off work areas, stock piles, etc., before the workday and during lunch breaks
 - Wet sweeping or otherwise removing soil & mud deposits from paved roadways and parking areas
 - Minimizing unnecessary traffic on roadways, parking areas, and areas around field activities
 - Reducing vehicle speeds
 - Keeping soil levels in vehicles below the vehicles' sides
 - Covering truck beds when transporting materials
 - Minimizing the material drop height during loading and unloading
 - Compacting soils in work areas and in stockpiles at the end of each workday
 - Changing excavation and transport method(s) when feasible
 - Applying vegetation cover or asphalt to project work area at completion of project
- b. The Subcontractor shall provide temporary coverings on building structure(s) to contain airborne materials, such as sandblasting debris and overspray from fireproof coatings, paint, and similar materials, and prevent deposition on adjacent structures, vehicles, and/or landscaping.
- c. In the event that airborne materials penetrate the protection system and deposit on adjacent buildings, vehicles, and/or landscaping, the Subcontractor shall provide immediate notification to the Buyer. Restoration to the full satisfaction of the Buyer shall be provided at no additional cost to the Buyer or the Government.

2. Soil Erosion and Sediment Control

- a. Under the Buyer's National Pollutant Discharge Elimination System (NPDES) permit, the Buyer is required to control the levels of suspended solids entering or leaving the project site. The Subcontractor shall be required to minimize the possibility of debris, soil, and/or muddy water from entering the storm sewer system. Erosion controls shall be designed to accomplish the following objectives:
 - 1) Prevent water carrying suspended solids from contaminating previously completed work or work underway.
 - 2) Prevent erosion of areas, which will necessitate rebuilding of completed work.
 - 3) Permit only clear water to exit the construction site.

The Subcontractor shall inform the Buyer if significant changes are made to approved erosion plans.
Subcontractor shall immediately inform the Buyer upon failure of any erosion control devise.

b. Requirements

- 1) In the event of conflicts between these requirements and pollution control laws, rules or regulations of other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.
- 2) The Subcontractor shall furnish all supervision, labor, materials, equipment, and tools required to provide temporary control measures as detailed on the Subcontractor submitted and Buyer approved Erosion Control Plan, or as ordered by the Buyer, during the life of the contract to control soil erosion and sedimentation. The use of straw or hay bales, dikes, temporary ditch checks, filters, benches, slope protection, sediment pits including basins and dams, slope drains, coarse aggregate, filter fabric, and use of temporary mulches, mats, seeding, and other control devices or methods necessary to control erosion and sedimentation shall be employed.
- 3) **At least two weeks prior to the start of any construction, the Subcontractor shall prepare and submit to the Buyer for approval an erosion control plan,** showing all erosion control measures to be used for the project, sequencing of work and types of monitoring to be employed. Details of individual control measures shall be shown as well as other import features, i.e. stockpiling of excavation, road maintenance, etc. Design of the Erosion Control Plan shall be prepared by an individual qualified to perform drainage calculations of the type indicated for control of sedimentation.
- 4) The ultimate responsibility for design and performance under this section shall rest with the Subcontractor, and the Subcontractor shall modify their Erosion Control Plan in order to meet the conditions encountered.
- 5) The Subcontractor shall incorporate erosion control features into the project at the earliest practicable time. Except where future construction operations will damage slopes, the Subcontractor shall perform the seeding and mulching and other specified slope protection as substantial areas of exposed slopes can be made available. Control measures shall be used, when and as directed by the Buyer, to correct conditions that develop during construction that were not foreseen during the submission of the Subcontractor's Erosion Control Plan.
- 6) The permanent control provisions shall be coordinated with the temporary erosion control features to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction periods.
- 7) Temporary control may be required for construction work outside the construction limits such as borrow pit operations, haul roads, equipment and material storage sites and waste areas.
- 8) Based on the Subcontractor's capability and progress in providing immediate temporary or permanent control measures in accordance with the accepted schedules to minimize the quantities of suspended solids leaving the construction site with storm runoff, the amount of surface area of erodible earth material exposed at one time by clearing and grubbing, excavation, borrow and fill operations within the construction limits shall be limited.
- 9) The Buyer may increase or decrease the allowable amount of surface area of erodible earth material to be exposed at one time by clearing and grubbing, excavations, borrow and fill operations, as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a water course and weather will be considered in this determination.
- 10) Where seasonal limitations or site conditions make permanent control provisions unrealistic, temporary erosion control measures shall be taken immediately.
- 11) All areas disturbed by the construction work shall be seeded and mulched or otherwise treated in accordance with provisions of the Technical Specifications or drawings.
- 12) Drainage pipe shall be installed and made operative, and the erosion control plan instituted, before any other work begins.
- 13) Any area disturbed and left incomplete, shall be covered with a straw mulch which shall be maintained for the duration of the project and removed when landscaping is performed.

- 14) Temporary seeding shall consist of perennial rye grass, sown at the rate of 1 pounds per 1000 square feet. Straw or hay mulching material shall be applied at a rate of approximately 2 tons per acre and kept in place with asphalt emulsion applied at a rate of 160 gallons per acre of mulch, or equivalent. Commercial fertilizer shall be 10-10-10.
 - 15) Temporary ditch checks shall consist of straw or hay bales or course aggregate.
 - 16) Temporary inlet filters and filter dikes shall consist of straw or hay bales or filter fabric adequately supported on fencing material.
 - 17) Temporary slope drains shall consist of pipe, course aggregate, rip rap, rock channel protection, mats, plastic sheets, or other materials. Such materials shall be approved by the Buyer before being incorporated into the work. Sediment pits may be included as part of slope drain construction.
 - 18) Temporary sediment basins and other control structures shall be constructed and maintained by the Subcontractor. Sand or fabric filters may be required.
 - 19) Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced by the Subcontractor when directed by the Buyer. Removed materials shall be disposed of in accordance with paragraph C. above entitled, "Health Physics."
 - 20) If, in the opinion of the Buyer, proper control of soil erosion and sedimentation is not to be provided by the Subcontractor, the Buyer may take the necessary steps to provide corrective measures and the cost of such services shall be deducted from any money which may be due or become due the Subcontractor.
- c. The Subcontractor shall report all hazardous substance spills to the Buyer's Project Representative. The Subcontractor is responsible for proper clean-up to the full satisfaction of the Buyer.

CLAUSE 3: SECURITY MEASURES

A. GENERAL

1. Site Access (Access to job sites within Property Protection Areas)
 - a. All Subcontractor employees, lower tier Subcontractor employees, Subcontractor delivery drivers, and others not holding an approved site access badge must present picture identification to the Security Officer at Guard Post #8 in order to be issued a Buyer's site specific badge.
 - b. Badges shall be worn on an outer garment, above the waist, and in plain view at all times.
 - c. Names of all unbadged Subcontractor and lower tier subcontractor employees/visitors desiring entry to the site must be furnished to the Project Representative by 1:00 p.m. on the day prior to their visit. Names should be submitted by the Subcontractor superintendent for all of his unbadged employees/visitors and the employees/visitors of his lower tier Subcontractors. If a person's name does not appear on the approved access list, that person will be issued a one-day visitor badge.
 - d. The Subcontractor shall furnish to the Buyer a letter listing all lower tier subcontractors. Access will only be granted for the period of performance of work under the contract. The Buyer reserves the right to exclude any Subcontractor and any lower tier subcontractor(s) employees(s) from entering the Mound plant.
 - e. The Buyer shall be notified of the termination of employment of all individuals submitted for access, and the reason for their termination.
 - f. Access to facilities is limited to those areas required to perform the contracted scope of work.

- g. Access to and exit from the Mound Site for Construction Subcontractors shall be via Guard Post #8. This post is manned 24 hours per day, 7 days a week. However, Subcontractor personnel should not be on-site during off hours without approval of Project Representative.
- h. Access to the Mound Site permits movement within Property Protection Areas only, i.e., private Subcontractor parking, land fill area, and to Limited Area boundaries.
- i. Security Officer escort is not required when performing construction work in a Property Protection Area. However, Construction Subcontractor employees must go directly to and from the construction job site and remain on the job site at all times when on the Mound Site.
- j. Foreign National Access to the Mound Site must be approved, in advance, through the Buyer's Visitor Control function.
- k. Non-U.S. Citizens Construction Subcontractor employees will be escorted within Property Protection Areas by the Buyer's Security Officers. Non-U.S. Citizen Subcontractors performing technical work may be escorted by the Buyer's contact (if appropriately cleared)

2. Parking/Permits & Traffic Regulations

- a. The Subcontractor shall rigidly observe all traffic regulations, instructions, and signs while on the Mound plant. Failure to observe such rules and regulations will cause Subcontractor vehicles to be barred from entering the plant.
- b. Speed limit for the plant is 15 mph, unless otherwise posted.
- c. In the event normal plant pedestrian traffic will be disrupted by the construction, the Construction Subcontractor shall make provisions for rerouting traffic with necessary signs, barricades, temporary walkways, etc.
- d. Parking space will be provided by the Project Representative near the job site for the Construction Subcontractor's use.

3. Prohibited Articles/Searches

- a. To assure that prohibited items are not brought into Mound, all vehicles and the hand carried items of individuals entering and leaving the plant may be searched.
- b. The following prohibited articles are not allowed onto Mound Site: Any dangerous weapon, explosive, or other dangerous instruments or materials likely to produce substantial injury or damage to persons or property.

4. Information/Property Security

- a. Information must be controlled/secured in accordance with applicable DOE Orders and the Buyer's Policies and Procedures. (DOE M 471.2-1B).
- b. Information generated by the Subcontractor may require a classified/sensitive information review by the Buyer's Declassification Office. The Buyer's Policies 7600 and 7604 provide the criteria to determine the need for such reviews. Corresponding Buyer's procedures 7600A and 7604A provide the process for acquiring these reviews. (DOE M 475.1-1, DOE O 471.1)
- c. Work areas (if applicable) must be secured/locked upon departure to protect information and property.

- d. DOE unclassified computer systems shall be appropriately protected from abuse and misuse. (DOE N 205.1, Unclassified Cyber Security Program). Mound computers are a Department of Energy (DOE) resource and must be used solely in the performance of work for the U.S. Government. Sensitive unclassified automated information shall be appropriately protected from unauthorized access, alteration, disclosure, destruction, or improper use as a result of improper actions or adverse events. (DOE N 205.1)

5. Construction Site Controls

- a. The Subcontractor shall not move, alter, or cut an opening in a temporary or permanent security fence without first obtaining permission from the Buyer's Security Supervisor through the Project Representative and insuring a Security Officer is present. All security fencing shall be returned to a condition, acceptable to the Buyer's Security Supervisor, prior to leaving the area at the end of the workday.
- b. The Subcontractor shall be responsible for maintaining traffic on plant roadways through and adjacent to the construction site. During normal work hours, at least one lane of traffic shall be maintained. In the event it becomes necessary to completely close a road to traffic for any length of time, the Subcontractor shall notify the Buyer's Security Supervisor (#865-3400) at least 48 hours in advance of the anticipated closure. Some closures may require scheduling the work to be performed after-hours, or on weekends.
- c. The Subcontractor shall furnish and maintain during the performance of this contract, security fencing specified by the Buyer in the drawings and Technical Provisions. All fencing and fencing material shall become the property of the Government. During the progress of work, the temporary fencing will be relocated as directed by the Buyer. Subcontractor shall remove and dispose of all temporary fencing at the completion of the project as directed by the Buyer and shall restore surface adjacent to the fencing to their original condition or as otherwise specified in the project drawings and specifications.
- d. Storage of material and/or equipment will be permitted inside the designated construction area but must not be placed within 15 feet of any temporary or permanent fence unless specific written permission is provided by the Buyer's Project Representative.
- e. The Buyer shall not be responsible for material stored in the Subcontractor's storage areas. Subcontractor shall provide his own secure storage and shall have an attendant on duty at the staging area to receive shipments.

B CLASSIFIED WORK

1. Access to Limited Areas

a. Uncleared Individual

Access to the Limited Areas for an uncleared individual requires the submission of a Request to Escort Uncleared Personnel (ML-3014) and the approval of the Mound individual authorized to grant access to the specific area. A Mound Integrated Security System (MISS) card and a Personal Identification Number (PIN) number will be provided by Visitor Control. If the individual is going to be under a guard escort, it is not necessary to submit the ML-3014.

b. Foreign Nationals

Access to the Limited Areas for a Foreign National requires advance approval by the Site Manager. Once approval is obtained, an ML-3014 must be submitted to Visitor Control and approval must be obtained from the Mound individual authorized to grant access to the specific area(s). A Mound Integrated Security (MISS) card and a PIN will be provided by Visitor Control.

c. Cleared Individual

Access to the Limited Areas for a cleared individual requires approval of the Mound person authorized to grant access to the specific area. Upon receiving the approval, MISS access or a site specific badge and PIN will be provided by Visitor Control.

d. Uncleared Subcontractors and Employees

Uncleared Construction Subcontractor's employees will be escorted within Limited Areas by the Buyer's Security Officers. Uncleared Subcontractors performing technical work may be escorted by the Buyer's contact (if appropriately cleared).

e. Limited parking space will be provided for the Construction Subcontractors use near the construction site. Construction Subcontractor parking will be controlled by a parking permit issued by the Buyer's Security Officer. Visitor Parking permits will be issued for routine material deliveries by non-Subcontractor vehicles.

2. Prohibited Articles/Searches

- a. The following prohibited articles are not allowed in Limited Areas: Any dangerous weapon, explosive, or other dangerous instruments or materials likely to produce substantial injury or damage to persons or property. Cameras, copying or reproduction devices, recording devices, radio transmitters or receivers and cellular telephones are not permitted in a Limited Area. To assure that prohibited items are not brought into Limited Areas, all vehicles and individual's hand carried items may be searched when entering and leaving the Limited Area.
- b. Subcontractor vehicles containing cellular telephones will be allowed in Property Protection Areas, but will not be allowed in Limited Areas. (NOTE: Permanently installed cellular telephones will be reviewed on a case-by-case basis.)

3. Information/Computer Security

- a. It is the policy of the DOE that classified information and classified ADP Systems shall be protected from unauthorized access (including the enforcement of "need-to-know" protections), alteration, disclosure, destruction, penetration, denial of service, subversion of security measures, or improper use as a result of espionage, criminal, fraudulent, negligent, abusive, or other improper actions. (DOE O 471.2-1B)

4. Construction Work in Limited Areas

- a. When work is to be performed in a Limited Area, the Subcontractor shall provide, on a weekly basis, a listing of projected escort needs for the following week no later than 1:00 p.m. on the preceding Thursday. Coordination for this shall be through the Buyer Project Representative.. This is necessary so Security Officer escorts can be scheduled. The Subcontractor is responsible for arranging for escorts for his activities as well as the activities of his lower tier subcontractors. If the Subcontractor decides not to work as scheduled for any reason, such as weather, shortage of material, etc., he must call the Buyer's Security Supervisor as soon as this is known so that the Security Officer escort can be canceled. The Subcontractor shall make every effort to notify the Buyer's Security Supervisor of cancellations at least two hours prior to their scheduled time of work. There will be no escorts provided on company holidays, except for the Buyer's shutdown period between Christmas and New Year's Day. A request for escorts during the company shutdown must be made a minimum of 3 weeks in advance.
- b. Uncleared Subcontractor employees shall remain under the control of a Security Officer escort when performing work within a Limited Area.

- c. Individual Subcontractor employees leaving a Limited Area must notify the Security Officer escort assigned to the construction work site for escort from the Limited Area.
- d. The Mound Site is operated on a four day, ten hour per day workweek, Monday through Thursday. Subcontractors work hours shall be between the hours of 6:30 a.m. and 6:00 p.m. (starting time shall be coordinated with the Buyer's Security Supervisor to assure availability of Security Officer escorts).

CLAUSE 4: STATE LIEN STATUTES (CONSTRUCTION CONTRACTS ONLY)

State lien statutes are not applicable to construction contracts of the Federal Government; therefore, notices to the Government pursuant to such statutes will not be acknowledged. The Miller Act (40 USC 270a-270d) may provide a remedy for unpaid persons of firms furnishing labor and/or materials in the prosecution of the work provided for in Government contracts.

CLAUSE 5: STORAGE AND WORK AREAS

- A. Only materials, appliances, and plans to be used for the performance of the contract work may be stored in stockpile areas or in warehouses and shop facilities (whether erected by the Subcontractor or not) located on Government-controlled land. If the Subcontractor abandons the performance of the contract work or if the Subcontractor's right to proceed is terminated pursuant to the clause of the Standard Terms and Conditions entitled "**Default (Fixed-Price Construction)**", the Subcontractor shall hold and save the Buyer and the Government and its officers and agents free and harmless from any liability of any nature or kind, arising from the Buyer's or the Government's entry into such stockpile areas, warehouse, or shop facilities and from the Buyer's or the Government's taking possession of and utilizing such materials, appliances, and plant in completing the contract work.
- B. All operations of the Subcontractor, including storage of construction materials, trailers and equipment, upon Government premises shall be confined to areas authorized or approved by the Buyer. No unauthorized or unwarranted entry upon or passage through, or storage or disposal of materials shall be made upon Government premises. The Subcontractor shall hold and save the Buyer and the Government, its officers and agents, free and harmless from liability of any nature or kind arising from any use, trespass, or damage occasioned by Subcontractor's performance.
- C. The Subcontractor shall, under regulations prescribed by the Buyer, use only established roadways or construction and use such temporary roadways as may be authorized. Where materials are transported in the prosecution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicles or prescribed by an applicable Federal, State, or local law or regulation. When it is necessary to cross curbing or sidewalks or to operate heavily loaded vehicles on surfaced streets, sidewalks or developed areas, protection against damage shall be provided by the Subcontractor and any damaged roads, curbing, sidewalks or developed areas, shall be repaired by, or at the expense of the Subcontractor.
- D. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Subcontractor only with the approval of the Buyer and shall be built with labor and material furnished by the Subcontractor without expense to the Buyer. The temporary buildings and utilities shall remain the property of the Subcontractor and shall be removed by the Subcontractor at its expense upon completion of the work. With the written consent of the Buyer, the Buildings and utilities may be abandoned and need not be removed.
- E. The Subcontractor shall provide and maintain, during the entire period covered by this contract, a weather-tight bulletin board approximately 3 feet high by 5 feet long. It shall be mounted in a conspicuous place, as approved by the Buyer, accessible to all employees of the Subcontractor and lower tier subcontractors. The bulletin board will remain the property of the Subcontractor. All required Buyer and Government posters or notices, such as the contract Davis-Bacon wage rate decision, Subcontractor safety programs, etc., shall be displayed.

CLAUSE 6: TESTING

Unless specifically stated to the contrary, all testing performed under this contract will be paid for by the Subcontractor and performed by him or, where testing by a testing organization is called for or required, by an organization approved by the Buyer. Unless waived in writing by the Buyer, all such tests shall be made in the presence of the Buyer. When such presence is so waived, sworn statements, in triplicate, of the tests made and the results thereof shall be furnished to the Buyer as soon as possible after the tests are made.